

WTC 86563

2011-013842

Klamath County, Oregon



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Fee: \$112.00

Prepared By and Return To:

FOR RECORDER'S USE ONLY:

McGuireWoods LLP  
(Melissa S. Gilbert)  
201 North Tryon Street  
Charlotte, North Carolina 28202

**AMENDMENT TO LINE OF CREDIT INSTRUMENT  
DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,  
SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING**

**BY:**

**JWTR OREGON, LLC**, an Oregon limited liability company, whose principal place of business is 6400 Highway 66, Klamath Falls, Oregon 97601 (the "Trustor")

**CHICAGO TITLE INSURANCE COMPANY** having an address at 1211 SW 5<sup>th</sup> Avenue, Suite 2150, Portland, OR 97204 (the "Trustee"); and

**GENERAL ELECTRIC CAPITAL CORPORATION**, together with its successors and assigns, any other lenders under the Credit Agreement described below and the other Secured Parties (as defined in the Credit Agreement), whose address for all purposes hereunder is 201 Merritt 7, Norwalk, CT 06851, Attn: Account Manager (the "Beneficiary")

**THIS AGREEMENT AMENDS THAT CERTAIN LINE OF CREDIT INSTRUMENT DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING RECORDED WITH THE COUNTY CLERK FOR KLAMATH COUNTY, OREGON ON MARCH 4, 2010 AS INSTRUMENT NUMBER 2010-002919, AND ALSO RECORDED WITH THE COUNTY CLERK FOR JACKSON COUNTY, OREGON, ON MARCH 4, 2010 AS INSTRUMENT NUMBER 2010-007265 AND WITH THE COUNTY CLERK FOR LAKE COUNTY, OREGON, ON MARCH 4, 2010 AS INSTRUMENT NUMBER M070021.**

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**AMENDMENT TO LINE OF CREDIT INSTRUMENT DEED OF TRUST,  
ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FINANCING  
STATEMENT AND FIXTURE FILING**

**RECORDED AS INSTRUMENT NUMBER 2010-002919  
KLAMATH COUNTY, OREGON, AS INSTRUMENT NUMBER 2010-007265 JACKSON  
COUNTY, OREGON and AS INSTRUMENT NUMBER M070021 LAKE COUNTY,  
OREGON.**

THIS AMENDMENT TO LINE OF CREDIT INSTRUMENT, DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Agreement"), made effective as of the 15<sup>th</sup> day of November, 2011, by JWTR OREGON, LLC, an Oregon limited liability company, whose principal place of business is 6400 Highway 66, Klamath Falls, Oregon 97601 (the "Trustor"), in favor of **CHICAGO TITLE INSURANCE COMPANY** having an address at 1211 SW 5<sup>th</sup> Avenue, Suite 2150, Portland, OR 97204 (the "Trustee"); for the benefit of **GENERAL ELECTRIC CAPITAL CORPORATION**, together with its successors and assigns, any other lenders under the Credit Agreement described below and the other Secured Parties (as defined in the Credit Agreement), whose address for all purposes hereunder is 201 Merritt 7, Norwalk, CT 06851, Attn: Account Manager- JWTR (herein individually and collectively called "Beneficiary").

**W I T N E S S E T H:**

**WHEREAS**, reference is made to that certain Credit Agreement dated as of March 4, 2010, as amended by (i) that certain First Amendment to Credit Agreement dated as of August 23, 2010, (ii) that certain Second Amendment and Waiver to Credit Agreement dated as of November 15, 2010, (iii) that certain Third Amendment and Waiver to Credit Agreement dated as of January 1, 2011 and (iv) that certain Waiver, Fourth Amendment and Consent to Credit Agreement dated on or about the date hereof (as it may hereafter be amended, supplemented, assigned, modified and/or restated, the "Credit Agreement"), by and among Trustor, as "Borrower", the other Loan Parties signatory thereto and Beneficiary as Lender (as each is defined in the Credit Agreement);

**WHEREAS**, to secure the Obligations under the Credit Agreement, Trustor executed and delivered to Beneficiary for the benefit of the Beneficiary that certain Line of Credit Instrument Deed of Trust, Assignment of Rents and Leases, Security Agreement, Financing Statement and Fixture Filing dated, made effective and recorded as of March 4, 2010 as Instrument Number 2010-002919 in the County Clerk's Office of Klamath County, Oregon, as Instrument Number 2010-007265 in the County Clerk's Office of Jackson County and as Instrument Number M070021 in the County Clerk's Office of Lake County, Oregon (the "Original Trust Deed") (all capitalized terms used herein without definition shall have the respective meanings given to them in the Original Trust Deed); and

**WHEREAS**, Trustor intended to include certain tracts of real property in the collateral encumbered by the Original Trust Deed that was unintentionally omitted from the Original Trust

Deed; and in order to remedy this oversight, the Trustor has granted, executed and delivered this Agreement to modify the Original Trust Deed as herein provided.

**NOW, THEREFORE**, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to secure the repayment and performance of the Secured Indebtedness, Trustor and Beneficiary with the consent of Trustee, hereby agree as follows:

1. **Additional Property Granting Clause.** TRUSTOR HAS IRREVOCABLY GRANTED, ASSIGNED, BARGAINED, SOLD, CONVEYED, ALIENED, REMISED, RELEASED AND CONFIRMED AND BY THESE PRESENTS DOES HEREBY IRREVOCABLY GRANT, ASSIGN, BARGAIN, SELL, CONVEY, ALIEN, REMISE, RELEASE AND CONFIRM UNTO TRUSTEE, ITS SUCCESSORS AND ASSIGNS, "WITH GENERAL WARRANTY", IN TRUST, WITH POWER OF SALE, AND RIGHT OF ENTRY AND POSSESSION, AND TO THE EXTENT THE SAME CONSTITUTES PERSONAL PROPERTY, TRUSTOR HEREBY GRANTS A SECURITY INTEREST TO TRUSTEE, FOR THE BENEFIT AND SECURITY OF THE BENEFICIARY, THEIR SUCCESSORS, SUCCESSORS-IN-TITLE AND ASSIGNS, FOR THEMSELVES AND THE OTHER SECURED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ALL RIGHT, TITLE, INTEREST AND ESTATE OF TRUSTOR IN, TO AND UNDER ALL OF THE ADDITIONAL REAL PROPERTY (DEFINED BELOW) AND INTERESTS IN LAND, ESTATES, EASEMENTS, RIGHTS, IMPROVEMENTS, PERSONAL PROPERTY, FIXTURES AND APPURTENANCES.

TO HAVE AND TO HOLD the Additional Real Property Collateral and all parts thereof together with the rents, issues, profits and proceeds thereof, hereby granted or mentioned and intended so to be, with the appurtenances, unto Trustee, its successors and assigns, in Trust with the Power of Sale for the benefit and security of the Beneficiary, their respective successors and assigns for the use, benefit and behalf of Beneficiary and the other Secured Parties, their respective successors, successors-in-title and assigns, forever, IN FEE SIMPLE upon the terms and conditions set forth herein.

For purposes of this Agreement and the Original Trust Deed, "Additional Real Property Collateral" means, collectively, all of the real property described on Schedule 1 attached hereto, as well as the personal property and fixtures described in Article III titled "Grant" of the Original Trust Deed (including without limitation, clause (A) through (J) thereof), after giving effect to the following change: each reference to "land" in such Article III is deemed to include the land described on Schedule 1 attached hereto.

2. **Modifications to Trust Deed.** The Original Trust Deed shall be, and the same hereby is, modified and amended to provide as follows:

(a) Exhibit A to the Original Trust Deed is hereby modified to include, in addition to and not in substitution of the property presently described therein those tracts, pieces and parcels of land of which Trustor is now seized and in possession, which are described on Schedule 1 attached hereto and incorporated herein by reference (the "Additional Real Property").

(b) Without limiting the provisions of Paragraph 1 above, the definition of "Premises" in the Original Trust Deed is modified so that the security interest granted in the Original Trust Deed shall also cover all property of the nature described in the definition of "Premises" in the Original Trust Deed and associated with the Additional Real Property and in furtherance thereof, Trustor hereby grants to Beneficiary a security interest in the Personal Property Collateral (as defined in the Original Trust Deed and as modified herein to include all such property associated with the Additional Real Property).

(c) Hereafter, as used in the Original Trust Deed, as modified hereby, the term "Land" shall include the Additional Real Property and the term "Premises" shall include all of the Additional Real Property Collateral.

3. **References to Trust Deed.** All references to the "Trust Deed" herein shall be to the Original Trust Deed as modified by this Agreement and as further amended, modified, restated, supplemented, extended or renewed from time to time. All references to the "Deeds of Trust" in the Credit Agreement shall include the Trust Deed as amended hereby. All references to the Premises in the Credit Agreement or any other Loan Document shall mean the Premises including the additional collateral in which a security interest is granted pursuant to Section 1 above.

4. **Miscellaneous.**

(a) The Trustor acknowledges that the Trustor, as of the date of this Agreement, has no set off, counterclaim, or other defense to the rights of the Beneficiary under the Trust Deed, and the Trustor hereby ratifies and affirms the Trust Deed and its obligations thereunder. The Trustor further acknowledges that, as of the date of this Agreement, there has been no default or event of default under the Trust Deed that has not been cured and there has been no occurrence which with the lapse of time would constitute a default or event of default under the Trust Deed.

(b) The Trustor acknowledges that the lien of the Trust Deed secures the Secured Indebtedness, including, without limitation, the Obligations, both as defined in the Trust Deed.

(c) Except as specifically amended, extended or modified herein, all other covenants, terms and conditions of the Original Trust Deed shall remain in full force and effect, and the Trustor hereby acknowledges and confirms its obligations thereunder.

(d) This Agreement shall bind and inure to the benefit of the parties hereto, and their successors and assigns.

(e) The Trustor agrees that nothing herein contained shall impair the security now held or the said Secured Indebtedness, nor shall anything contained herein waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Original Trust Deed except as amended hereby, or affect or impair any priority, security, rights, power or remedies under the Secured Indebtedness, the Original Trust Deed, or any of the Loan Documents. The Trustor further agrees that the Beneficiary reserves all

rights and remedies it may have as against all parties liable for repayment of the indebtedness set forth above evidenced by the Secured Indebtedness.

(f) The recitals on pages 1 and 2 of this Agreement and the statements on the face page of this Agreement are incorporated in and made a part of this Agreement.

(g) This Agreement shall be governed by, and construed and enforced in accordance with the laws of Oregon.

**UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BENEFICIARY AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.**

This Agreement may be executed in separate counterparts by the parties hereto and all of which will constitute collectively one executed Agreement.

Trustee executes this Agreement for the sole purpose of evidencing Trustee's consent to this Agreement.

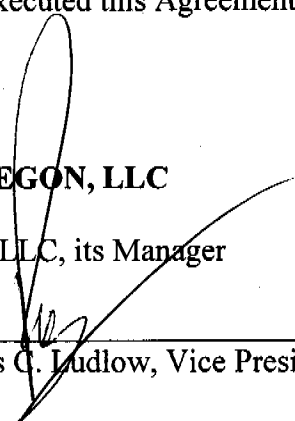
**[Signature Pages follow]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal of and the day and year first written above.

**TRUSTOR:**

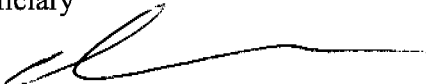
**JWTR OREGON, LLC**

By: JWTR, LLC, its Manager

By:   
Thomas C. Ludlow, Vice President

**BENEFICIARY:**

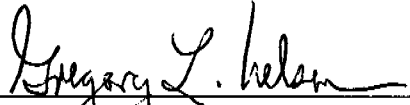
**General Electric Capital Corporation, as  
Beneficiary**

By:   
Name: David L'Homme  
Title: Duly Authorized Signatory

"Trustees executes this Agreement  
for the sole purpose of evidencing  
Trustee's consent to this  
Agreement"

<sup>EE</sup>  
**TRUSTOR:**

**Chicago Title Insurance Company, as  
Trustee**

By:   
Name: Gregory L. Nelson  
Title: Vice President

State of Oregon

County of Clatsop

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Thomas C. Ludlow



(Official Seal)

Catherine Marie Chapel  
Notary Public Official Signature

Print or Type Name: Catherine Marie Chapel

My Commission Expires: May 7, 2012



State of Connecticut

County of Fairfield

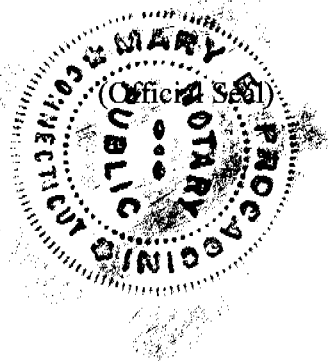
I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **David L'Homme**.

Mary Procaccini  
Notary Public Official Signature

Print or Type Name:

**MARY E. PROCACCINI**  
**NOTARY PUBLIC**

My Commission Expires: MY COMMISSION EXPIRES APR. 30, 2015



State of Oregon

County of Multnomah

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Gregory L. Nelson as Vice President  
of Chicago Title Insurance Company

Dated: 12/13/2012

*Cathy Lovely*  
Notary Public Official Signature

Print or Type Name: Cathy Lovely

(Official Seal)

My Commission Expires: 9/26/2012



**SCHEDULE 1**  
**LEGAL DESCRIPTION**

**PARCEL 1 (ELLINGSON 17):**

Government Lot 30 in Section 9, Township 35 South, Range 7 East of the Willamette Meridian,  
Klamath County, Oregon

**PARCEL 2 (ANTELOPE):**

Section 1 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2  
Section 2 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2  
Section 3 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2  
Section 5 - S1/2 NE1/4  
Section 6 - Government Lots 4, 5, 6 and 7, SE1/4 NW1/4, SE1/4 SE1/4, W1/2 SE1/4, E1/2  
SW1/4  
Section 7 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2  
Section 8 - W1/2 W1/2, E1/2 SW1/4  
Section 10 - E1/2 E1/2, NW1/4 NE1/4  
Section 11 - All  
Section 12 - All  
Section 13 - All  
Section 14 - All  
Section 17 - W1/2, SE1/4  
Section 18 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2  
Section 19 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2  
Section 20 - W1/2 W1/2, N1/2 NE1/4  
Section 23 - N1/2 NE1/4  
Section 24 - NW1/4 NW1/4, E1/2 NW1/4, NE1/4  
Section 28 - SE1/4 SW1/4  
Section 29 - SW1/4 SE1/4, S1/2 NW1/4, NW1/4 NW1/4  
Section 30 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2  
Section 31 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2  
Section 32 - All  
Section 33 - All  
Section 34 - NE1/4, SE1/4 NW1/4, N1/2 SW1/4, SE1/4 SW1/4, SE1/4  
Section 35 - SE1/4 SE1/4  
Section 36 - All

All being in Township 28 South, Range 11 East of the Willamette Meridian, Klamath County,  
Oregon.

**(Legal Description Continued)**

**PARCEL 3 (ANTELOPE):**

Section 1 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 2 - Government Lots 1 and 2, S1/2 NE1/4, SE1/4 NW1/4, S1/2

Section 3 - Government Lots 1 and 2, SE1/4 NE1/4, E1/2 SE1/4,  
SW1/4 SE1/4, SW1/4

Section 4 - Government Lots 2, 3 and 4, SW1/4 NE1/4, S1/2 SE1/4, SW1/4, S1/2 NW1/4

Section 5 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2

Section 6 - Government Lots 1, 2, 3, 4, 5, 6 and 7, S1/2 NE1/4, SE1/4,  
E1/2 SW1/4, SE1/4 NW1/4

All being in Township 29 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 4 (ANTELOPE):**

Section 1 - Government Lots 1 and 2, S1/2 NE1/4

All being in Township 29 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 5 (RICHARD SMITH):**

The NE1/4 and the NE1/4 NW1/4 of Section 17, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.